

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
 \_\_\_\_\_ (Contractor), hereinafter called the Principal, and \_\_\_\_\_  
 \_\_\_\_\_ (Surety), a corporation licensed under the laws of the State of Montana,  
 hereinafter called the Surety, are held and firmly bound unto the State of Montana in the full and just sum of \_\_\_\_\_  
 \_\_\_\_\_, to be paid to the State of Montana or its  
 assigns, to which payment we bind ourselves, heirs, executors, administrators, successors and assigns, jointly, severally,  
 firmly by this bond.

WHEREAS, the Principal has entered into a contract with the State of Montana, acting by and through  
 its Director, Department of Administration, dated \_\_\_\_\_ for \_\_\_\_\_  
 \_\_\_\_\_ AND

WHEREAS, it is one of the conditions of the award of the contract pursuant to statutes that this bond  
 be executed:

NOW, THEREFORE, the conditions of this obligation are such that if the above Principal as Contractor  
 shall promptly and faithfully perform all of the provisions of the contract, and all obligations thereunder including the  
 specifications, and any alterations provided for, and shall in a manner satisfactory to the State of Montana, complete  
 the work contracted for including any alterations, and shall save harmless the State of Montana from any expense  
 incurred through the failure of the Contractor to complete the work as specified, then this obligation shall be void;  
 otherwise it shall remain in full force and effect.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the  
 contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract sum  
 by more than 10%.

**APPROVAL OF STATE AUDITOR**

**(for State Auditor's stamp only)**

Date: \_\_\_\_\_

**SURETY:**

\_\_\_\_\_  
 (Surety)

**BY:** \_\_\_\_\_

Attorney-in-fact (Seal)

\_\_\_\_\_  
 (Agency)

\_\_\_\_\_  
 (Address)

Date: \_\_\_\_\_

## LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
 \_\_\_\_\_ (Contractor), hereinafter called the Principal, and \_\_\_\_\_  
 \_\_\_\_\_ (Surety), a corporation licensed under the laws of the State of Montana, hereinafter called  
 the Surety, are held and firmly bound unto the State of Montana in the full and just sum of \_\_\_\_\_  
 \_\_\_\_\_, be paid to the State of Montana or its assigns,  
 to which payment we bind ourselves, heirs, executors, administrators, successors and assigns, jointly, severally, firmly  
 by this bond.

WHEREAS, the Principal has entered into a contract with the State of Montana, acting by and through  
 its Director, Department of Administration, dated \_\_\_\_\_ for \_\_\_\_\_  
 \_\_\_\_\_ AND

WHEREAS, it is one of the conditions of the award of the contract pursuant to statutes that this bond  
 be executed:

NOW, THEREFORE, the conditions of this obligation are such that if the Principal as Contractor shall  
 duly and promptly pay all laborers, mechanics, subcontractors and material men who perform work or furnish material  
 under the contract and all persons who shall supply him or the subcontractor with materials, services, bonds and  
 insurance for the carrying on of the work, then this obligation shall be void; otherwise it shall remain in full force and  
 effect.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the  
 contract, unless the cumulative cost of such alterations cause the project cost to exceed the original contract sum by  
 more than 10%.

**APPROVAL OF STATE AUDITOR**

**(for State Auditor's stamp only)**

Date: \_\_\_\_\_

SURETY:

\_\_\_\_\_  
 (Surety)

BY: \_\_\_\_\_  
 Attorney-in-fact (Seal)

\_\_\_\_\_  
 (Agency)

\_\_\_\_\_  
 (Address)

Date: \_\_\_\_\_